

EXHIBIT 14 SHOWING TIN 71-6516168
TRANSFER OF RICHARD JR.'S REMAINING INDIVIDUAL INTEREST
IN PROPERTY (20.4%) TO IRREVOCABLE TRUST FOR LINDA & HIS CHILDREN
RICHARD L. DESIMONE, JR. IRREVOCABLE TRUST AGREEMENT

2000

LDWSF
12.3.313.1 VI

This Trust Agreement is entered into as of the 26 day of September, 2000, in 09/26/2000
Seattle, Washington, between Richard L. Desimone, Jr., as "Grantor," and Linda L. Desimone as
"Trustee." The Grantor and the Trustee agree as follows:

ARTICLE 1. THE TRUST ESTATE

The "Trust Estate" as that term is used in this Trust Agreement shall consist of the following:

A. The assets described on the attached Schedule A, receipt of which is acknowledged by the Trustee;

B. Any and all other property assigned, conveyed, given, devised, bequeathed or otherwise transferred to the Trustee by the Grantor or by any other person or party for administration hereunder; and

C. The proceeds, investments and reinvestments of the assets described in clauses A and B and the accumulated income from such assets.

ARTICLE 2. IRREVOCABILITY

This Trust Agreement shall be irrevocable. The Grantor reserves no right to alter, amend, cancel or terminate this Trust Agreement, or to withdraw or receive assets from the Trust Estate, except that the Grantor reserves the right to transfer to the Trustee at any time additional assets acceptable to the Trustee to be administered as a part of the Trust Estate.

ARTICLE 3. BENEFICIARY

The beneficiary of this Trust shall be the Grantor's (b) (6) for her lifetime and thereafter the Grantor's (b) (6) (b) (6), and thereafter their issue. This Trust shall be known as the Richard L. Desimone, Jr. Irrevocable Trust.

ARTICLE 4. DISTRIBUTIONS

4.1 Distributions of Net Income. The Trustee shall distribute the net income from the Trust Estate to the Grantor's (b) (6), in convenient installments, not less often than annually, for her lifetime. After her death, the Trustee shall distribute the net income from the Trust Estate to Grantor's issue by right of representation, in convenient installments, not less often than annually. This Trust shall terminate twenty-one years following the death of the last surviving descendant of Grantor's mother who was living at the time of her death, and the Trust Estate at that time shall be distributed outright to Grantor's issue who are then living by right of representation.

Initials: RD
LD



4.2 Distributions for the Benefit of (b) (6) Notwithstanding the foregoing, all net income payable to Grantor's son (b) (6) instead of being paid to him outright, shall be paid to the Trustee of the (b) (6) Trust dated December 28, 1990, which has been established for his benefit, to be held, administered and distributed as a part thereof until such Trust has been completely distributed.

ARTICLE 5. POWERS AND DUTIES OF TRUSTEE

5.1 Investments. Trustee shall have full power to sell, dispose of, invest, reinvest, exchange and manage trust estate and all of the powers incident to trustees as provided by law. Particularly, Trustee shall have those powers, duties and limitations provided for in Chapter 11.98 of the Revised Code of Washington ("RCW"), and the investments of Trustee shall be governed by the provisions of RCW 11.100.020 to 11.100.090, inclusive, as amended from time to time, which statutory provisions are incorporated herein as though here fully set forth, except insofar as they may be inconsistent with other express provisions of this instrument, which provisions shall control. However, a Trustee having special skills shall be under no extra duty to exercise those special skills unless such Trustee is a bank, corporation with trust powers or is named Trustee on the basis of representations of special skills or expertise. Trustee may purchase any asset or assets from a Grantor's probate estate at fair market value and may at any time lend funds or assets to such Grantor's Personal Representative. Pursuant to RCW 11.97.010, Trustee shall be relieved of any and all restrictions, duties and liabilities imposed by or arising from RCW 11.100.140 or any similar requirements of prior case law (as specified in RCW 11.100.140(8)) regarding notice and procedure for nonroutine transactions, and Trustee shall not be liable to any person for any loss, damage, cause of action or claim attributable to Trustee's failure to comply with RCW 11.100.140 or any similar requirements of prior case law.

5.2 Retention of Assets. Trustee shall have full power, authority and discretion to hold and retain in the same form as received any and all property transferred to Trustee for administration hereunder (and additions thereto), even though such property not be of a nature or character authorized under the laws of the state of Washington or of any other state or jurisdiction for trust investments, or be unsecured, unproductive, underproductive, overproductive, or be of a wasting nature, or be inconsistent with the usual concepts of diversification of trust assets. Solely at the risk of the trust estate, Trustee may continue to carry on any business in which a Grantor has an active interest at the time of such Grantor's death. Furthermore, so long as an individual named in this instrument is serving as Trustee, Trustee shall also have the power at Trustee's sole discretion to invest in any kind of asset, including life insurance on the life of a Grantor, reinvest, sell, encumber, lease, exchange, dispose of and manage each trust estate as though the absolute owner thereof without restriction of any law pertaining to such management or investment, provided no power enumerated shall be construed to enable Trustee or any other person: (i) to purchase, exchange or otherwise deal with or dispose of any portion of a trust estate or the income therefrom for less than an adequate consideration in money or money's worth; or (ii) except as elsewhere provided herein, to borrow any portion of the trust estate or income therefrom, directly or indirectly, without adequate interest or without adequate security.

Initials: RP
LD

5.3 Determination of Principal and Income. Trustee shall not be required to establish a reserve for depreciation and shall not treat any portion of the proceeds from a sale of underproductive property as delayed income. Except as specifically otherwise provided in this Article 5.3, Trustee, and any trust established under this Agreement, shall be subject to the provisions of the Washington Principal and Income Act (RCW Chapter 11.104).

5.4 Distributions to Beneficiaries. During the minority or disability of any beneficiary, distributions of income and principal to the beneficiary may be made directly to the beneficiary, to his or her natural or legal guardian or to any relative of the beneficiary to be expended for the beneficiary's benefit. Distributions for a minor beneficiary may be made to a "Custodian under the Uniform Transfers to Minors Act." Trustee shall not be required to see to the application of payments so made and the receipt of any such person therefor shall be a full discharge for Trustee.

5.5 Protections from Creditors. No share or interest of any beneficiary shall vest in the beneficiary until actually paid or delivered to him or her by the Trustee. No share or interest of a beneficiary shall be liable for his or her debts or be subject to the process or seizure of any court or be an asset in bankruptcy of any beneficiary. No beneficiary hereunder shall have power to anticipate, alienate or encumber his or her interest in the trust estate or in the income therefrom. If by reason of a bankruptcy, judgment or any other cause, any income or principal would, except for this provision, vest in or be enjoyed by any person other than the beneficiary intended by the terms of this agreement, then such principal or income shall not be distributed but shall be withheld by the Trustee during the life of such beneficiary or any shorter period or periods in the absolute discretion of the Trustee.

5.6 Annual Accounting. Trustee shall submit to the beneficiaries annually, or more frequently at reasonable periods as requested, statements showing the true condition of each trust estate. The books and records pertaining to such trust shall be open to the beneficiary or beneficiaries at all times during business hours. Trustee is relieved from all of the duties which would otherwise be placed upon Trustee by the act relating to accounting by trustees in force in the state of Washington at the time this instrument is executed, or any amendment or amendments thereof, or by any similar act or acts of the same or any other state or jurisdiction.

5.7 Pour-Over of Funds. Trustee may receive additional property to be held according to the terms of any trust created under this instrument, by testamentary or inter vivos transfer made in writing expressly referring to such trust, and shall receive any insurance proceeds payable to Trustee. Payment by someone other than Trustee of premiums on life insurance policies held in trust is an acceptable pour-over of funds. Under no circumstances shall such transferred funds be used to pay a Grantor's debts, claims against a Grantor outstanding at such Grantor's death, estate, inheritance or other taxes imposed by reason of a Grantor's death. Trustee may loan such funds for those purposes.

5.8 Reliance on Good Faith Actions; Liability. Every action made in good faith by Trustee in the exercise of any power, authority, judgment or discretion conferred hereunder (including elections with respect to taxes) shall be conclusive and binding upon all persons interested in the assets of any trust established hereunder. Trustee shall not be liable for loss

Initials: 

caused by or resulting from an error of judgment with respect to any action taken or omitted requiring the exercise of discretion if Trustee shall have acted in good faith, nor shall Trustee be liable for loss caused by or resulting from any other act or omission in the absence of bad faith. Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law if reasonable care was exercised in such selection and retention of counsel.


5.9 Investment Advisors. Trustee may retain on behalf of any trust one or more investment advisors to assist Trustee in the management of all or any portion of a trust estate. Trustee shall not be liable for any loss caused by or resulting from any action taken or omitted in reliance on any recommendation by the investment advisor regarding the investment of trust assets, so long as the selection of the investment advisor and the reliance on the advice was in good faith. Trustee shall not be required to follow the advice of any investment advisor.

5.10 Successor Trustee. If Linda L. Desimone at any time declines, fails or for any reason is unable to act as Trustee, then Richard L. Desimone III and Ann M. Desimone shall act as Trustees in her place. Either of them shall have the power to designate his or her successor in writing, and also shall have the power to remove any such successor and appoint a different successor. After Linda ceases to act as Trustee, there shall always be at least two Trustees. Subject to the foregoing, if at any time there is a vacancy in the Office of Trustee, a majority of the adult income beneficiaries shall choose the successor Trustee, and shall also have the power to remove the successor in the same way. No family member acting as Trustee shall receive any compensation for acting as Trustee, but if a non-family member acts as Trustee, reasonable compensation may be paid.

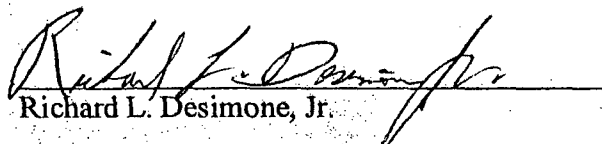
5.11 Ascertainable Standard. To the extent that the Trustee and a beneficiary at any time are the same person, and to the extent that the Trustee is considered to have any discretion in how the Trustee exercises the Trustee's powers with respect to a beneficiary, the Trustee shall at all times exercise those powers such as to provide for the support, maintenance, health and education of the beneficiary in accordance with that beneficiary's established standard of living.

5.12 Law Governing. This agreement shall be governed by the internal laws of the state of Washington.

DATED as of the 26 day of September, 2000.


Linda L. Desimone

Trustee


Richard L. Desimone, Jr.

Grantor

SCHEDULE A

Richard L. Desimone, Jr.'s undivided 20.4% interest in:

Parcel B (King County Assessor's Tax Parcel No. 042304-9189):

That portion of Government Lot 11 in Section 4, Township 23 North, Range 4 East, W.M., King County, Washington, lying northeasterly of the northeasterly line of the strip of land for Seattle Transmission line as established by Ordinance No. 82986 of the City of Seattle, as condemned in King County Superior Court Cause No. 469557; and lying southwesterly of the northeasterly boundary of the proposed extension of the Duwamish Waterway, said northeasterly line being 225 feet northeasterly of the centerline of the existing waterway extended southeasterly; and lying northwesterly of the Duwamish River.

Parcel D (King County Assessor's Tax Parcel No. 042304-9057):

That portion of Government Lot 11 in Section 4, Township 23 North Range 4 East, W.M., in King County, Washington, lying northeasterly of the northeasterly margin of Primary State Highway No. 1, as established by King County Superior court Cause No. 529021; and lying southwesterly of the southwest line of the Seattle Transmission line as established by Ordinance No. 82986 of the City of Seattle, as condemned in King County Superior Court Cause No. 469557; and lying northwesterly of the Duwamish River; EXCEPT the South 460 feet of said Government Lot 11.

